ROBINSON BROG LEINWAND GREENE GENOVESE & GLUCK P.C.
875 THIRD AVENUE
NEW YORK, NEW YORK 10022-0123
(212) 603-6300
FAX (212) 956-2164

September 13, 2016

Steven B. Eichel
(212) 603-6345
se@robinsonbrog.com

VIA ECF
Honorable Michael E. Wiles
United States Bankruptcy Judge
United States Bankruptcy Court
Alexander Hamilton Custom House
One Bowling Green
New York, New York 10004

RE: Congregation Achpretvia Tal Chaim Sharhayu Shor, Inc., Debtor Chapter 11 Case No. 16-10092-mew

Dear Judge Wiles:

This firm is counsel to the debtor Congregation Achpretvia Tal Chaim Sharhayu Shor, Inc. (the "Debtor" or "Congregation"). As Your Honor may recall, an evidentiary hearing was scheduled for July 27, 2016 on the motion of 163 East 69 Realty, LLC ("163 East 69 Realty") to dismiss the Debtor's chapter 11 case, or, in the alternative, to abstain from hearing action removed from state court and to remand that action back to state court (the "Motion to Dismiss"). Prior to the commencement of the evidentiary hearing, in the presence of Your Honor, the Debtor and 163 East 69 Realty entered into a settlement in principle to resolve the Motion to Dismiss. The parties have agreed upon a form of order remanding the adversary proceeding (Exhibit A hereto); however, we have been unable to reach an agreement with respect to the proposed order dismissing the case. As a result, we are requesting a conference call or status conference to discuss the proposed order dismissing the case.

Recently, 163 East 69 Realty imposed a new requirement in the proposed dismissal order that was not part of the original settlement discussions. This new issue concerns when the Debtor may file a motion to sell the property located at 163 East 69th Street, New York, New York (the "Property"). The terms of the contract between the parties (the "Contract") provides for certain conditions of closing, including that the Congregation's authorization to convey title to the Property is subject to obtaining prior approval by the New York State Attorney General (the "Attorney General") and the Supreme Court of the State of New York (the "Consents"). Under the Contract, if the Congregation is unable to obtain the Consents for any reason, the sole obligation of the Congregation shall be to refund 163 East 69 Realty's down payment and to reimburse 163 East 69 Realty for the cost of title examination, and upon making such refund and reimbursement, the Contract shall wholly cease and terminate and neither party shall have any further claims against the other by reason of the Contract.

It is the Debtor's position that under the Contract, if either the Attorney General or the New York Supreme Court does not give its Consent, then the Contract is not enforceable and then the Debtor has the right to file a motion to sell the Property. In accordance with this position, we have attached our proposed form of order as Exhibit B. In contrast, 163 East 69 Realty has taken the position that the Debtor cannot file a motion to sell the Property unless and until the Contract is fully and finally determined in the New York Supreme Court litigation to be either enforceable or unenforceable. The parties can't agree on this issue and it is delaying the settlement of the litigation. As a result, we request either a telephone call or status conference with Your Honor at your convenience to discuss this issue.

I am available to answer any questions that the Court may have.

Respectfully submitted,

Steven Eichel

cc: Frederick E. Schmidt, Jr.

EXHIBIT A

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK
---X

In re: Chapter 11

CONGREGATION ACHPRETVIA TAL CHAIM SHAR HAYUSHOR, INC., Case No. 16-10092(MEW)

Debtor.

---X

163 EAST 69TH REALTY, LLC,

Plaintiff,

-against-

CONGREGATION ACHPRETVIA TAL CHAIM SHAR HAYUSHOR, INC., a New York Religious Corporation,

Defendant.

---X

CONGREGATION ACHPRETVIA TAL CHAIM SHAR HAYUSHOR, INC., a New York Religious Corporation, Adv. Pro. No. 16-01047(MEW)

Third-Party Plaintiff,

-against –

ALVIN H. GLICK, as a Director of Congregation Achpretvia Tal Chaim Shar Hayushor, Inc.; ALVIN H. GLICK, as Officer of Mautner-Glick Corp.; MAUTNER-GLICK CORP., a New York Business Corporation; CLAUDE CASTRO, ESQ. Individually; CLAUDE CASTRO & ASSOCIATES PLLC, a New York Professional Service Limited Liability Company and HENRY KOHN, ESQ.,

Third-Party Defendants.

---X

ORDER REMANDING ADVERSARY PROCEEDING

The above-captioned defendant, Congregation Achpretvia Tal Chaim Sharhayu Shor, Inc. (the "**Defendant**"), having filed, on March 4, 2016, a Notice of Removal, pursuant to 28 U.S.C. §§ 157 and 1452, and Rule 9027 of the Federal Rules of Bankruptcy Procedure, of the action captioned *163 East 69 Realty, LLC v. Congregation Achpretvia Tal Chaim Sharhayu Shor, Inc.*, *a New York Religious Corporation,* bearing Index No. 161573/2015 (the "**Action**"); the Action having been referred and transferred to this Court by the United States District Court for the Southern District of New York by order dated March 18, 2016; the plaintiff, 163 East 69 Realty, LLC (the "**Plaintiff**"), having filed on March 17, 2016 a motion (the "**Motion**") seeking dismissal of the above-captioned chapter 11 case or, in the alternative, abstention and remand of the Action to the Supreme Court of the State of New York, County of New York [ECF # 21]; the Plaintiff and the Defendant having agreed to resolve the Motion consensually; and the Plaintiff and Defendant having consented to the relief set forth below, **IT IS HEREBY**

ORDERED, pursuant to 28 U.S.C. § 1452(b), that the above-captioned Adversary Proceeding No. 16-01047 (MEW) be immediately remanded to the Supreme Court of the State of New York, County of New York for all purposes; and it is further

ORDERED, that this Court shall not retain jurisdiction over the Action.

Dated: New York, New York
September ___, 2016

____
HON. MICHAEL E. WILES
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT B

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re: CONGREGATION ACHPRETVIA TAL CHAIM SHARHAYU SHOR, INC., Debtor.	Chapter 11 Case No.: 16-10092 (MEW)

ORDER RESOLVING 163 EAST 69 REALTY LLC'S MOTION TO DISMISS CHAPTER 11 CASE, OR, IN THE ALTERNATIVE, TO ABSTAIN FROM HEARING ACTION REMOVED FROM STATE COURT AND TO REMAND THE ACTION BACK TO STATE COURT

The above-captioned debtor and debtor-in-possession, Congregation Achpretvia Tal Chaim Sharhayu Shor, Inc. (the "**Debtor**" or "**Congregation**"), having filed a voluntary chapter 11 petition in this Court on January 15, 2016; and the Debtor, on March 4, 2016, having filed a Notice of Removal, pursuant to 28 U.S.C. §§ 157 and 1452, and Rule 9027 of the Federal Rules of Bankruptcy Procedure, of the action captioned *163 East 69 Realty, LLC v. Congregation Achpretvia Tal Chaim Sharhayu Shor, Inc., a New York Religious Corporation,* bearing Index No. 161573/2015 (the "**Action**");163 East 69 Realty, LLC (the "**163 East 69 Realty**"), having filed on March 17, 2016 a motion (the "**Motion**") seeking dismissal of the above-captioned chapter 11 case or, in the alternative, abstention and remand of the Action to the Supreme Court of the State of New York, County of New York [ECF # 21]; 163 East 69 Realty and the Congregation having agreed to resolve the Motion consensually; the Court having substantially simultaneously herewith entered an order remanding the Action to the Supreme Court of the State of New York, County of New York; and 163 East 69 Realty and Debtor having consented to the relief set forth below, **IT IS HEREBY**

ORDERED, that the Motion shall be adjourned *sine die*; provided, however, that if the Debtor seeks to reject the Contract of Sale entered into between the Congregation and 163 East 69 Realty, dated March 26, 2014 (the "**Contract**"), the Motion can be restored to the Court's calendar 15 days prior to a hearing on any motion to reject the Contract; and it is further

ORDERED, pursuant to 11 U.S.C. § 362(d), the automatic stay under 11 U.S.C. § 362(a) is hereby modified to permit the full prosecution and litigation of the Action, or the compromise, settlement or other resolution of the Action by the parties thereto in the manner the parties determine appropriate; and it is further

ORDERED, that the Debtor shall not file any motion or application seeking to reject any executory contract to which the Plaintiff is a counterparty, without first seeking permission from the Court, after having provided the Plaintiff with at least forty-five (45) days' written notice that it intends to seek such permission; and it is further

ORDERED, that the Debtor shall not file any motion seeking approval to sell the real property located at 163 East 69th Street, New York, New York (the "**Property**") unless and until (i) the Contract is determined in the Action to be unenforceable, (ii) the New York State Attorney General declines to consent to the sale of the Property, or (iii) the Debtor and 163 East 69 Realty agreed in writing that the Debtor may file a motion to sell the Property in this Court; and it is further

ORDERED, that nothing set forth in this Order shall be deemed to constitute the resolution by the Bankruptcy Court of any disputed issue between the parties; and it is further

ORDERED, that this Court shall retain jurisdiction to hear and determine all matters arising from the implementation of this Order.

Dated: New York, New York
September ___, 2016

____

HON. MICHAEL E. WILES
UNITED STATES BANKRUPTCY JUDGE